

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Onpoint Health Data, with a principal place of business at 254 Commercial Street, Suite 257, Portland, ME 04101 (hereafter called "Contractor") that the contract on the subject of personal services generally on the subject of data analysis and reporting regarding healthcare spending, healthcare utilization, healthcare quality measurement, and healthcare outcomes (healthcare analytic services) for the Blueprint for Health program (Blueprint), effective January 1, 2015, is hereby amended effective December 31, 2016, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 24 of Amendment 1 of this contract, and substituting in lieu thereof the following Section 3:

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$3,120,511.00.

2. By deleting Section 4 (Contract Term) on page 1 of 24 of Amendment 1 of this contract, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on January 1, 2015, and end on December 31, 2017. The State and the Contractor have the option of extending this contract for one (1) additional one-year term, subject to the agreement of both parties.

3. By deleting Section 8 (Contact Persons for this Award) on pages 1 and 2 of Amendment 1 of this contract, and substituting in lieu thereof the following Section 8:

	<u>State Fiscal Manager</u>	<u>State Program Manager</u>	<u>For the Contractor</u>
Name:	Natalie Elvidge	Timothy Tremblay	James Harrison
Phone #:	802-241-0389	802- 241-0230	207-430-0682
E-mail:	natalie.elvidge@vermont.gov	timothy.tremblay@vermont.gov	jharrison@onpointhealthdata.org

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	Office of General Counsel	James Harrison
Address	Dept. of Vermont Health Access 280 State Dr., NOB 1 South	Onpoint Health Data 254 Commercial Street, Suite 257

	Waterbury, VT 05671-1010	Portland, ME 04101
Email	Howard.Pallotta@vermont.gov	jharrison@onpointhealthdata.org

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service certified mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is primarily responsible for the review of invoices presented by the Contractor.

- 4. By deleting Attachment A, Task 9 on pages 14 and 15 of 24 of Amendment 1 of this contract, and substituting in lieu thereof the following Attachment A, Task 9.**

Task 9: NCQA HEDIS Certification

As directed by the Executive Director of the Blueprint for Health program, the Contractor will work to achieve and maintain annual National Committee for Quality Assurance (NCQA) vendor certification for State-selected NCQA Healthcare Effectiveness Data and Information Set (HEDIS) measures used in the performance of this contract and for the number of covered lives reflective of the population for the State of Vermont. The State will provide all clinical data to be used for HEDIS measure calculation, and the Contractor is not expected to perform or provide clinical chart review services.

As directed by the Executive Director of the Blueprint for Health program, the Contractor will pursue NCQA certification for State-selected measures from among the following 15 claims-based HEDIS measures for up to 1,000,000 covered lives:

- BCS - Breast Cancer Screening
- CCS – Cervical cancer screening
- CHL – Chlamydia screening
- CWP – Appropriate testing for kids with pharyngitis
- AAB – Avoidance of antibiotics for acute bronchitis
- CDC – Comprehensive diabetes care, HbA1c
- CDC – Comprehensive diabetes care, LDL
- CDC – Comprehensive diabetes care, Eye exam
- CDC – Comprehensive diabetes care, Nephropathy
- LBP – Use of imaging for low back pain
- FUH – follow up for hospitalization for mental illness
- IET – initiation of alcohol and other drug dependence treatment
- W34- Well child visits in the 3-6 years of life
- AWC – Adolescent well-care visits
- PCR – Plan all-cause readmissions

As directed by the Executive Director of the Blueprint for Health program, the Contractor will pursue NCQA certification for other specified NCQA HEDIS measures to include claims-based, clinical, and hybrid claims-and-clinical measures based on the needs of the State and contingent upon the State providing clinical data for analysis. In particular, the Contractor may be directed to pursue NCQA HEDIS certification for other specified Vermont ACO HEDIS measures.

Activities involved may include, but not be limited to, intake of test data set from HEDIS, mapping to the VHCURES data structure, running data through Onpoint HEDIS code, mapping test results to a HEDIS template, undergoing a review process with NCQA, and iterating as necessary until results receive a passing status.

Deliverables:

The Contractor shall provide:

1. Documentation of progress toward NCQA HEDIS measure certification on a monthly basis
2. Documentation of NCQA HEDIS measure certification when initially achieved
3. Documentation of progress in maintaining NCQA HEDIS measure certification.

The Executive Director of the Blueprint for Health program may suspend or cancel work on this Task 9 based on changes in State priorities and available resources.

5. **By deleting Attachment A, the section entitled "Subcontractor Requirements" on pages 15 and 16 of 24 of Amendment 1 of this contract, and substituting in lieu thereof the following section entitled "Subcontractor Requirements".**

Subcontractor Requirements: Per Attachment C, Section 15, if the Contractor chooses to subcontract work under this agreement, the Contractor must first fill out and submit the Request for Approval to Subcontract Form (Appendix I – Required Forms) in order to seek approval from the State prior to signing an agreement with a third party. Upon receipt of the Request for Approval to Subcontract Form, the State shall review and respond within five (5) business days. Under no circumstance shall the Contractor enter into a sub-agreement without prior authorization from the State. The Contractor shall submit the Request for Approval to Subcontract Form to:

Natalie Elvidge
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
280 State Dr., NOB 1 South
Waterbury, VT 05671-1010
natalie.elvidge@vermont.gov

Should the status of any third party or Subrecipient change, the Contractor is responsible for updating the State within fourteen (14) days of said change.

6. **By deleting Attachment B (Payment Provisions) beginning on page 17 of 24 of Amendment 1, and substituting in lieu thereof the following Attachment B, beginning on page 5 of this agreement.**

7. By deleting Attachment C (Customary Provisions for Contracts and Grants) on page 20 of 24 of Amendment 1, and substituting in lieu thereof the following Attachment C, beginning on page 9 of this agreement.
8. By making the following changes to Attachment D (Modifications to Attachments C or Attachment F) on pages 22 and 23 of 49 of the Base agreement:

By adding to the 7/1/16 version of Attachment C, which removed the reference to the agreed upon Professional Liability terms as reflected in the Base agreement and Amendment 1:

Professional Liability: Before commencing work on this Agreement and throughout the term of this Agreement, the Party shall procure and maintain professional liability insurance for any and all services performed under this Agreement, with minimum coverage of \$2,000,000 per occurrence, and \$3,000,000 aggregate.

APPROVAL:


ASSISTANT ATTORNEY GENERAL

DATE: 12/16/16

State of Vermont – Attachment D
Revised AHS – 10-30-2010

This amendment consists of 15 pages. Except as modified by this amendment and any previous amendments, all provisions of this contract (#28076), dated December 31, 2014, shall remain unchanged and in full force and effect.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
ONPOINT HEALTH DATA

STEVEN COSTANTINO, COMMISSIONER
280 State Dr., NOB 1 South
Waterbury, VT 05671-1010
Phone: 802-241-0246
Email: Steven.Costantino@vermont.gov

DATE

JAMES H. HARRISON, PRESIDENT/CEO
ONPOINT HEALTH DATA
254 COMMERCIAL STREET, SUITE 257
PORTLAND, ME 04101
PHONE: 207-430-0682
EMAIL: JHARRISON@ONPOINTHEALTHDATA.ORG

DATE

**ATTACHMENT B
PAYMENT PROVISIONS**

The maximum dollar amount payable under this agreement is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A up to the maximum allowable amount specified in this agreement. State of Vermont payment terms are Net 30 days from date of invoice. Payments against this contract will comply with the State's payment terms. The payment schedule for delivered products, or rates for services performed, and any additional reimbursements, are included in this attachment. The provisions specifying payments are as follows:

1. The Contractor shall invoice the State on the 15th of the month for services provided and expenses incurred during the previous month. Payments to the Contractor relating to this contract as outlined in the scope by work will be rendered only after review and acceptance of the Executive Director of the Vermont Blueprint for Health program and/or his/her designees. Each invoice must include a unique invoice number, dates of service, itemized hours being invoiced for each staff category against the appropriate tasks in Attachment A, a list of allowable expenses incurred, and total charges. Itemized billing must be documented to reflect linkage with the Plan of Operations and deliverables specified therein.

- 1.1. The State shall pay the Contractor for fully-burdened staff time, at the following hourly rates per staff category:

Principal:	\$250.00
Director:	\$225.00
Senior Analyst:	\$150.00
Analyst:	\$125.00

The total cost for each employee category as specified above includes any indirect rate that covers the administrative expenses, occupancy fees, utilities, repair and maintenance of equipment, office maintenance, audit and legal fees, insurance, telephone, postage, supplies, data infrastructure, data analysis and reporting tools (including hardware and software), data acquisition/transfer tools, etc. The State does not guarantee the assignment of any minimum number of hours or other work under this contract. Total staff-time expenses under the contract shall not exceed **\$3,036,119.85**.

- 1.2. The State shall reimburse the Contractor for reasonable and necessary travel expenses incurred in performance of this contract. The travel budget covers the costs associated with two on-site visits per year. The Contractor may invoice the State for the actual documented cost of each trip. Billing for mileage shall include the points of origin and destination and the total number of miles traveled. Reasonable expenses for State-approved travel will be reimbursed on an as-incurred basis at the State required per diem rates and limits as outlined in Bulletin 3.4. Total travel expenses under the contract shall not exceed **\$4,361.15**.

- 1.3. The State shall reimburse the Contractor for data acquisition fees charged by data sources for the release of State-specified datasets to the Contractor for the purpose of analysis.

When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total data-acquisition-fee expenses under the contract shall not exceed **\$33,030.00**.

- 1.3.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.
- 1.4. The State shall reimburse the Contractor for fees or licenses charged by the National Committee for Quality Assurance (NCQA) for vendor certification related to generation of NCQA's Healthcare Effectiveness Data and Information Set (HEDIS) measures in the performance of this contract. When submitting for reimbursement of these expenses, the Contractor shall provide documentation, such as an invoice, reflecting the actual costs incurred. Total reimbursement for NCQA-HEDIS-related certification fees and licenses under the contract shall not exceed **\$47,000.00**.
 - 1.4.1. The State shall not reimburse the Contractor for data tools or infrastructure, such as those required for the acquisition, secure transfer, storage, and analysis of State-specified datasets. Those expenses are included as indirect costs in the fully-burdened hourly staffing rates specified in this agreement.
2. No benefits or insurance will be reimbursed by the State.
3. All payments to the Contractor shall be based upon the State's acceptance of the deliverables outlined in Attachment A. The Contractor may invoice the State monthly. For the months of April, July, October, and January, the Contractor shall submit with their monthly invoice required quarterly Progress Reports. Payments to the Contractor for April, July, October, and January shall be based upon the State's acceptance of quarterly Progress Reports, in addition to acceptance of deliverables for those months. Progress report and deliverable acceptance shall be indicated by the Executive Director of the Blueprint or his/her designee in writing via email within 10 business days of submission by the Contractor.
4. The State reserves the right to withhold part or all of the contract funds if the State does not receive timely documentation of the successful completion of contract deliverables outlined in Attachment A. Any work product deemed unacceptable by the State will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor agree upon.
5. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed. Invoices shall also include hours being billed for each staff category against the appropriate tasks in Attachment A, keyed to specific deliverables in the Plan of Operations and Progress Reports.

6. Work performed between December 1, 2015 (retroactive date) and the signing or execution of this agreement that is in conformity with Attachment A may be billed under this agreement.
7. Monthly invoices shall be accompanied by a completed financial reporting form (Appendix A: Required Forms). All reports and invoices related to this contract shall reference this contract number and be submitted electronically to:

Natalie Elvidge
Contract and Grant Management Specialist
Department of Vermont Health Access (DVHA)
280 State Dr., NOB 1 South
Waterbury, VT 05671-1010
natalie.elvidge@vermont.gov

Tim Tremblay, MS
Blueprint Data Analyst and Information Chief
Department of Vermont Health Access (DVHA)
280 State Dr., NOB 1 South
Waterbury, VT 05671-1010
timothy.tremblay@vermont.gov

8. The total maximum amounts payable under this contract for each time period of the contract are presented in the Budget Table below. (State fiscal years extend from July 1 to June 30.)

Budget Table

Time Period	Months	Staff Time	Travel Reimbursements	Data Acquisition Fee Reimbursements	NCQA HEDIS Certification Fees and Licenses	Row Total
01/01/2015 to 06/30/2015	6	\$450,119.85	\$611.15	\$3,030.00	\$23,000.00	\$476,761.00
07/01/2015 to 06/30/2016	12	\$1,020,000.00	\$1,500.00	\$12,000.00	\$24,000.00	\$1,057,500.00
07/01/2016 to 06/30/2017	12	\$1,044,000.00	\$1,500.00	\$12,000.00	\$0.00	\$1,057,500.00
07/01/2017 to 12/31/2017	6	\$522,000.00	\$750.00	\$6,000.00	\$0.00	\$528,750.00
Total: Full Contract Term	36	\$3,036,119.85	\$4,361.15	\$33,030.00	\$47,000.00	\$3,120,511.00

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a Contract, State Funded Grant, or Federally Funded Grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under the Agreement.

Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party's

indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

After a final judgment or settlement the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees in the event that the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves

construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with the Contract, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

- A. Requirement to Have a Single Audit:** In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

- B. Internal Controls:** In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, in accordance with 2 CFR Part II, §200.303, the Party must establish and

maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- C. **Mandatory Disclosures:** In the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time

allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date the Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Certification Regarding Use of State Funds: In the case that Party is an employer and this Agreement is a State Funded Grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

24. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

25. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

26. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

27. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, and in the event federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.
- C. No Implied Waiver of Remedies:** A party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

29. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

30. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

31. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

32. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside continental United States, except with the express written permission of the State.

(Revised 7/1/16 - End of Standard Provisions)